

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Actum International UK Limited

2. Registration Number

7033

3. Primary Address of Registrant

91 Jermyn Street, First Floor, London, England, UNITED KINGDOM SW1Y6JB

4. Name of Foreign Principal

African Development Bank

5. Address of Foreign PrincipalAvenue Joseph Anoma, 01 B.P. 1387
Abidjan, Ivory Coast
COTE D'IVOIRE (IVORY COAST)**6. Country/Region Represented**

COTE D'IVOIRE (IVORY COAST)

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☒ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

ADB's overarching objective is to spur sustainable economic development and social progress in its regional member countries, thus contributing to poverty reduction.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/01/2021Morris Reid/s/Morris Reid11/01/2021Kirill Goncharenko/s/Kirill Goncharenko

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/29/21 Morris L. Reil Morris L. Reil

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears and affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

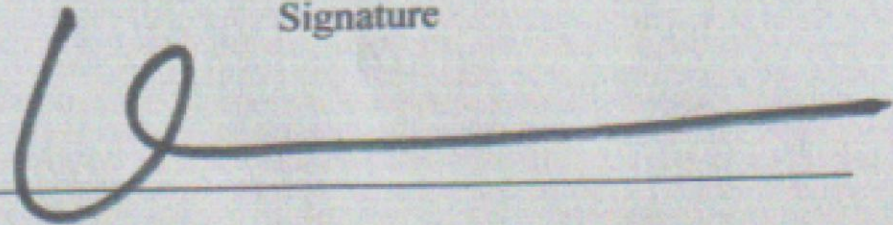
Date

Printed Name

Signature

11/1/21

Kirill Goncharenko



Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: ADB has 80 member countries, comprising 54 regional member countries (RMC) and 26 non-regional member countries (NRMC). The non-regional member countries are primarily from Europe, America and Asia. Each member country is represented at the ADB's Board of Governors, ADB's highest decision-making body. The Board of Governors elects the President during a session held in camera, open only to Governors and Alternate Governors of regional member countries and non-regional member countries. The presidential candidate is introduced by the Governor of the regional member country whose nationality they hold, and is elected for a five-year term, renewable once. The Board of Directors is responsible for the conduct of the ADB's general operations and accordingly, has the authority to exercise all of ADB's rights except those reserved exclusively for the Board of Governors. The ADB President is responsible for the Bank's management under the supervision of the Board of Directors. More information is available at <https://www.afdb.org/en>.

Item 10(b) Owned: Please see answer above.

Item 10(b) Directed: Please see answer above.

Item 10(b) Controlled: ADB has 80 member countries, comprising 54 regional member countries (RMC) and 26 non-regional member countries (NRMC). Each member country is represented at the ADB's Board of Governors, ADB's highest decision-making body. The Board of Governors elects the President during a session held in camera, open only to Governors and Alternate Governors of regional member countries and non-regional member countries. The presidential candidate is introduced by the Governor of the regional member country whose nationality they hold, and is elected for a five-year term, renewable once. The Board of Directors is responsible for the conduct of the ADB's general operations. More information is available at <https://www.afdb.org/en>.

Item 10(b) Financed: Please see answers above.

Item 10(b) Subsidized: Please see answers above.

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Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Actum International UK Limited

2. Registration Number
7033

3. Name of Foreign Principal
African Development Bank

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/01/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. Registrant's services to the Principal include public affairs, digital communications, and government relations services.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contract. Registrant's services to the Principal include public affairs, digital communications, and government relations services.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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-
12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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-
13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/01/2021Kirill Goncharenko/s/Kirill Goncharenko11/01/2021Morris Reid/s/Morris Reid

EXECUTION

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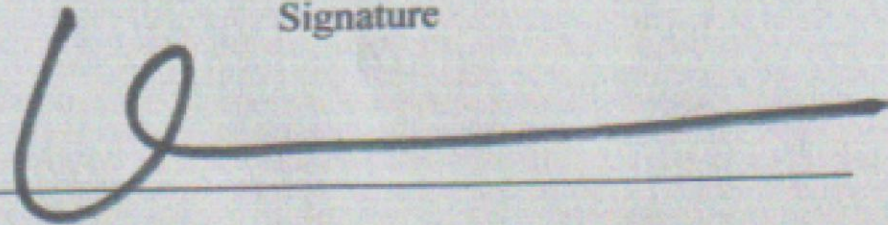
Date

Printed Name

Signature

11/1/21

Kirill Goncharenko



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Date

Printed Name

Signature

10/29/21 Morris L. Reil Morris L. Reil

SERVICE CONTRACT

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

MERCURY INTERNATIONAL UK LTD.

CONTRACT N° AIF/2021/AUGUST/BI_001

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THIS SERVICE CONTRACT (hereinafter called the "Contract") is entered into by and between the **AFRICAN DEVELOPMENT BANK** (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D'IVOIRE and currently operating from Abidjan CÔTE D'IVOIRE,

OF THE ONE PART

And **MERCURY INTERNATIONAL UK LTD.**, formed and existing under the laws of **England** (hereinafter called the "Consultant"), whose address is 91 Jermyn Street, London, SW1Y 6JB, England,

OF THE OTHER PART

WHEREAS the Bank has determined the need to procure the services of the Consultant, as such services are described or referred to in this Contract, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES

1.1. The services to be performed by the Consultant under this Contract (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.

1.2. Notwithstanding Article XV hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, because of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by the Bank

ARTICLE II: COMMENCEMENT AND DURATION

2.1. The Consultant shall commence the Services on **01 September** and shall carry out the Services for a period of **six (06) months** in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Consultant in writing by the Bank.

ARTICLE III: DUTIES OF THE CONSULTANT

3.1. The Consultant shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.

3.2. The Consultant shall report regularly to the Bank and seek guidance and direction therefrom on all matters relating to this Contract and the performance of the Services hereunder.

3.3. The Consultant shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete report(s) as required under the Terms of Reference.

3.4. The Consultant designates **Mr. Morris Reid** as the project's leader to spearhead and coordinate the performance of the Services and to act as the principal liaison between the Bank and the Consultant during the performance of this Contract. In this capacity, the project leader's responsibilities include, but are not limited to, daily supervision and oversight of the Services and all communications between the Consultant and the Bank.

3.5. The Consultant shall provide the services of qualified experts and employees through all stages of this Contract and shall identify such experts to the Bank for approval prior to the commencement of the Services. Any change of such experts shall be subject to the Bank's prior written approval. The Consultant shall upon written request from the Bank, promptly replace at its own expense any member of the Consultant's project team who the Bank considers unfit or otherwise unsatisfactory with experts approved by the Bank.

3.6. The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Consultant under this Contract, in such form and detail as shall be satisfactory to the Bank, for the purposes of the Bank making payment under this Contract.

3.7. The Consultant shall seek and obtain all necessary visas and/or residence permits as shall be required for carrying out the Services and for performing its obligations under this Contract. The Bank shall, as necessary, use reasonable efforts to assist the Consultant in obtaining such visas and/or residence permits.

3.8. The Consultant shall be fully liable for the consequences of any error or omission on its part and for any damage caused by negligence on its part in carrying out the Services or performing its other obligations under this Contract.

3.9. The Consultant, by signing this Contract, covenants that neither itself nor any of its experts, employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of the Consultant's obligations under this contract. The Consultant also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Consultant's performance under this Contract.

3.10. Except as otherwise agreed by the Bank in writing during the term of this Contract, the Consultant and any entity in which the Consultant has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

**ARTICLE IV:
REPRESENTATIONS, WARRANTIES AND COVENANTS**

4.1. The Consultant represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.

4.2. The Consultant represents and warrants that it is following all the applicable laws and regulations in force at its place of incorporation. The Consultant covenants that during the term of this Contract it shall abide by and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

4.3. The Consultant represents and warrants to the Bank that: (i) the execution and delivery by the Consultant of this Contract, the consummation of the transactions contemplated hereby and the performance by the Consultant of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Consultant is a party and which would otherwise be material to the performance by the Consultant of its obligations hereunder; and (ii) the Consultant possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Consultant shall survive the termination of this Contract.

**ARTICLE V:
INSURANCE**

5.1. The Consultant shall be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any medical expenses that the Consultant or its employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from the Consultant (collectively hereinafter referred to as the "Consultant's Associates") may incur.

**ARTICLE VI:
RELATIONSHIP OF THE PARTIES, INDEMNIFICATION**

6.1. Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Consultant other than that of independent contractor. Accordingly, the Consultant hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Consultant, or the Consultant's Associates.

6.2. The Consultant hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses ("Losses") (including, without limitation, reasonable attorneys fees) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act,

omission, error or negligence of the Consultant or any of the Consultant's Associates including without limitation all third party claims, and the Consultant will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Consultant shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Consultant and any of the Consultant's Associates.

6.3. The provisions set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE VII: CONSULTANT'S INABILITY TO PERFORM SERVICES

7.1. If, at any time and for whatever reason, in the opinion of the Bank the Consultant is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Consultant.

ARTICLE VIII: PAYMENT FOR THE SERVICES

8.1. The Bank shall, subject to satisfactory performance of the Services, pay to the Consultant the amounts specified in Section 1 of Annex II to this Contract (hereinafter collectively referred to as the "Contract Amount"), which Annex II forms an integral part hereof.

8.2. Payment of the Contract Amount shall be in accordance with the modalities specified in Section 2 of Annex II to this Contract.

ARTICLE IX: COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP

9.1. The Consultant shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it while performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Consultant and the Consultant's Associates and remain the property of the Bank. The Consultant and the Consultant's Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, "Confidential Information" refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Consultant in respect of, in connection with or by virtue of this Contract.

9.2. The Consultant shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorized personnel and third parties and to ensure that Confidential Information is not used in an unauthorized manner.

9.3. The obligations of the Consultant under Section 9.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Consultant to the Consultant's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 9.1. Where the Consultant discloses Confidential Information to another person pursuant to clause (a) above, the Consultant will (x) notify the receiving person that the information is Confidential Information and (y) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 9.1. In every instance, the Consultant shall notify the Bank (i) of such disclosure to the Consultant's Associates prior to making such disclosure, and (ii) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.

9.4. The Consultant shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated during or as a result of the performance of the Services.

9.5. All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by the Consultant, while carrying out the Services shall be vested in and become the property of the Bank. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Contract, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Consultant in a manner acceptable to the Bank prior to delivery to the Bank.

9.6. The Consultant further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Consultant for the performance of Services under this Contract.

9.7. The provisions of this Article shall survive the expiration or the termination of this Contract.

ARTICLE X: ASSIGNMENT AND SUBCONTRACTING

10.1. The Consultant shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

10.2. The Consultant shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.

10.3. Notwithstanding any such consent given by the Bank pursuant to Sections 10.1, or 10.2 above, the Consultant hereby guarantees full compliance by each of the Consultant's Associates with the terms of this Contract and the prompt performance

by each of them of the subcontracted parts of the Services. The Consultant further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.

ARTICLE XI: FORCE MAJEURE

11.1. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

11.2. The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.

11.3. During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.

11.4. In the event of Force Majeure which delays performance of this Contract or any part thereof by more than **thirty (30) days**, either party shall have the right, by notice to the other party, to terminate this Contract.

ARTICLE XII: FRAUD AND CORRUPTION

12.1. The Consultant represents and warrants that no employee of the Bank involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Consultant, or any of the Consultant's Associates, resulting from the award of this Contract or its performance.

12.2. If the Consultant or any of the Consultant's Associates is found to have engaged in any corrupt or fraudulent practice in connection with this Contract, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.

ARTICLE XIII: TERMINATION

13.1. The Bank may terminate this Contract at any time without advance notice in the event the Consultant engages in misconduct. For purposes hereof, "misconduct" means

conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.

13.2. The Bank may, upon giving not less than **thirty (30)** days' notice in writing to the Consultant, terminate this Contract if the Bank determines that the Consultant has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.

13.3. The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Consultant shall in such event be given prior notice of not less than **thirty (30)** days of such termination.

13.4. The Consultant may terminate this Contract if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.

13.5. The Bank and the Consultant may terminate this Contract by mutual agreement in writing.

13.6. Upon termination of this Contract, the Consultant shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 9.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Consultant in the course of carrying out the Services.

13.7. If this Contract is terminated under this Article XIII, Article VII or XI, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the part of the Services performed and expenses reasonably incurred prior to the effective date of termination.

ARTICLE XIV: DISPUTE SETTLEMENT

14.1. The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

14.2. If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.

14.3. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration ("LCIA") shall act as the appointing authority.

14.4. The seat of arbitration shall be London, England.

14.5. The language to be used in the arbitral proceedings shall be English.

14.6. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

14.7. Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.

14.8. The provisions of this Article shall survive the termination of this Contract.

ARTICLE XV: MODIFICATION OR AMENDMENT

15.1. Subject to Section 1.2 hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

ARTICLE XVI: EFFECTIVE DATE AND EXPIRY

16.1. This Contract shall enter into force on the Effective Date which shall be the date of last signature by the parties).

16.2. Unless terminated under Article VII, XI, XII or XIII hereof or unless otherwise indicated in writing by the Bank, this Contract shall expire no later than the earlier of **29th April 2022** or the date on which all obligations arising out of or under this Contract have been discharged, except for those expressly stated to survive the termination of this Contract.

ARTICLE XVII: NOTICES

17.1. All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the **AIF Senior Director**, or such officer duly authorized by it in writing to receive or act upon the same.

17.2. Any notice or request to be given or made under this Contract shall be in writing and have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

FOR THE BANK

African Development Bank
Avenue Joseph Anoma
01 B.P. 1387, Abidjan
Cote d'Ivoire
Tel: (+225) 20 26 42 72

Website: www.afdb.org

Attention: **Chinelo Anohu**
Senior Director, Africa Investment Forum
E-mail: c.anohu@afdb.org
Tel.: (+225) 20 26 42 72

FOR THE CONSULTANT

MERCURY INTERNATIONAL UK LTD.

Attention: **Morris Reid**
91 Jermyn Street
London, England SW1Y 6JB
E-mail: mreid@mercuryllc.com
Copy to: tsculthorpe@mercuryllc.com
Tel.: +44 7882744889

**ARTICLE XVIII:
GOVERNING LAW**

18.1. This Agreement shall be governed by and construed in accordance with the laws of England.

**ARTICLE XIX:
SEVERABILITY**

19.1. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Contract shall in no way affect the validity, enforceability or legality of any of its other provisions.

**ARTICLE XX:
COUNTERPARTS**

20.1 This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK



Chinelo Anohu
Senior Director, Africa Investment Forum

8/31/2021

Date

FOR MERCURY INTERNATIONAL UK LTD.



Morris Reid
Consulting Firm's Authorized Representative

8/31/2021

Date

ANNEX I. TERMS OF REFERENCE

TERMS OF REFERENCE (TOR)

Business Intelligence Consulting Firm for the Africa Investment Forum.

1. BACKGROUND

Africa Investment Forum

The vision of the Africa Investment Forum (AIF) is to become a leveraging platform that will tilt the balance of capital towards Africa's critical sectors to achieve the Sustainable Development Goals, the African Development Bank's High 5s and the African Union's Agenda 2063. This goal translates into **three reinforcing objectives**, which include: (a) **Advancing projects to bankable stage**, by more effective project preparation as well as advisory support that advances deals in the AIF pipeline; (b) **Capital raising** by partners, lenders and investors for increased co-financing for bankable projects; and (c) **Accelerating financial closure of deals** through this coordinated approach.

Established by the AfDB and seven founding partners in 2018, the Africa Investment Forum (AIF) is Africa's investment marketplace, through which the AfDB, along with its partners originate deals, structure and enhance projects, attract co-investors, and facilitate investments to close Africa's investment gaps. The AIF's modus operandi spans five (5) pillars which include:

- I. ***The Platform:*** activities involving deal origination and structuring, as well as the management of a **digital portal**.
- II. ***The Market Place:*** activities involving sponsorships, partnership onboarding, regional investment roundtables, investor facilitation and matchmaking, as well as serving a vibrant community of active AIF members.
- III. ***The Market-Days:*** an annual 3-Day event convening investors and lenders, project sponsors, key government stakeholders, transaction facilitators and entrepreneurs around specific private (Boardrooms, Bilateral meetings) and public sessions (initiatives, pitching sessions, plenary sessions).
- IV. ***The Deal Tracker:*** post-Boardroom activities involving the monitoring of AIF Boardroom deals and facilitating their progress towards deal closure.
- V. ***Knowledge/Policy Environment:*** seeks to foster investment friendly regulation, a pro-investment climate to remove bottlenecks to deal closure, as well as disseminate knowledge products.

2. PURPOSE OF THE CONSULTANCY

The purpose of the consultancy is to support the AIF in the formulation of a long-term Business Intelligence Framework that will contribute towards making AIF Africa's premier investment platform for investors. The Consultant will help inform decision-making and solve business problems by converting data into information, analyzing relevant data, manipulating large datasets, building decision models and facilitating insightful solutions to complex problems.

3. SCOPE OF SERVICES

The specific duties of the consultant will be as follows:

- a) Discover new ways for businesses to engage with existing sponsors and investors and attract new ones.
- b) Analyze relevant search engines and provide data to reflect AIF overall business mandate.
- c) Support to the AIF Senior Director in selected front office activities including inflow of information to formulate business trends relevant to the AIF pillars.
- d) High-level pan-African investment landscape monitoring with a focus on key industry events and developments
- e) Creating policies and procedures for collating and analyzing data.
- f) Extending knowledge of Business Intelligence to provide ongoing refinement of processes to improve operations.
- g) Offering high-touch technical support to users and rigorous data quality supervision, including training refreshers where needed.
- h) Provide support to other duties as assigned by the Senior Director, AIF.

4. QUALIFICATIONS AND EXPERIENCE

Consultant's Associates shall have the following qualifications and experience:

- a) Hold at least a master's degree (or its university equivalent) in Finance or related field and/or IT science for Business, Management, Economics.
- b) Have a minimum of seven (7) years of relevant professional experience in the Bank or a similar institution and/or in strategic consultancy, data analytics, and Client Management.
- c) Strong experience in the use of IT database, and innovative tools and techniques.
- d) Ability to produce clear and concise marketing and business intelligence reports.
- e) Sense of initiative and innovation in proposing solutions to client needs.
- f) Teamwork oriented with excellent interpersonal skills for dealing with internal and external contacts.
- g) Ability to respond swiftly to new situations and to anticipate new issues.
- h) The ability to work effectively across organizational boundaries and to build networks.
- i) Ability to communicate and write effectively in English and/or French, with a good working knowledge to the other language; including a demonstrated ability to

communicate complex business messages into clear communication messages and material.

- j) Competence in the use of Bank standard software (Word, Excel, Access, PowerPoint) and preferably including SAP.
- k) Provide support to other duties as assigned by the Senior Director, AIF.

5. REPORTS REQUESTED AND SCHEDULE OF DELIVERABLES: MONTHLY REPORT

- (a) Monthly reports focused on major activities and progress towards milestones and key deliverables;
- (b) Final reports must be provided electronically, in PDF format to the persons listed below.
- (c) Dates of submission.
- (d) list of persons to receive these reports:
 - Ms. Chinelo Anohu, Senior Director, African Investment Forum (AIF)
 - Mrs. Onike Nicol-Houra, Chief Investor Engagement Officer, African Investment Forum (AIF)

6. DURATION OF THE ASSIGNMENT

The work assignment, under this term of reference, will involve full-time consultancy services for a period of **six (6) months**. The firm will be expected to start in **August 2021**, but in any event upon completion of the selection process and full execution of the Contract.

7. Bank's Input and Counterpart Personnel

- (a) Services, facilities and property to be made available to the Consultant by the Bank: Please note that currently the Bank is under remote work arrangements.
- (b) Professional and support counterpart personnel to be assigned by the Bank to the Consultant's team: to be discussed.

ANNEX II. CONTRACT AMOUNT AND METHOD OF PAYMENT

1. Contract Amount

Pursuant to Article VIII of this Contract, the Bank shall pay the Consultant the amounts specified below in respect of the Services and for all costs, fees and expenses whatsoever reasonably incurred by the Consultant in performing its obligations under this Contract.

(a) **Honorarium**

The professional fees payable to the Consultant under this Contract for satisfactory completion of the Services shall be **Two Hundred and Ninety-Seven Thousand United States Dollars (USD 297,000.00) for the six (6) months duration.**

(b) **Travel Expenses**

All travel arrangements and payments shall be in accordance with the Bank's Travel Policy (P.I. 003/2000 as amended), a copy of which shall be provided to Consultant as soon as possible following full execution of this Contract, including any amendments to P.I. 003/2000.

(i) **Per Diem Allowance**

While on duty related to this assignment only outside of Abidjan and England with prior authorization by the AIF Senior Director, The Consultant shall receive, a daily subsistence ("per diem") allowance covering hotel accommodation and personal subsistence expenses of the Consultant's experts, such as charges for meals and other incidental expenses not separately reimbursable pursuant to clause 1(b)(iii) of this Annex II. Hotel accommodation shall be paid for on the basis of actual expenses subject to the maximum amount prescribed by the Bank.

(ii) **Airfare**

Only when authorized by AIF Senior Director, a round trip **Economy class** air ticket will be purchased by the Bank or directly by the Consultant for reimbursement by the Bank as agreed between the Bank and the Consultant.

(iii) **Reimbursable Incidental Expenses**

Reasonable incidental expenses up to a maximum of *three hundred US dollars* (USD 300) covering such expenses as has been accepted by the Bank as reimbursable will be reimbursed to the Consultant.

2. Schedule and method of payment

The schedule for payment of honorarium and travel expenses constituting part of the Contract Amount, as described in Section 1 of this Annex II, shall be as follows:

(a) **Honorarium**

Payment shall be made in monthly instalment of **Forty-Nine Thousand Five Hundred**

United States Dollars (USD 49,500.00), upon submission of monthly invoice and comprehensive report with all supporting documents accepted by AIF.

(b) Travel Expenses

(i) Per Diem Allowance

Subsistence allowance shall be reimbursed upon presentation of an invoice with the relevant charges, for each applicable day.

(ii) Airfare and (iii) Incidental Expenses

Reimbursement of airfares and reimbursable incidental expenses shall made to the Consultant upon the presentation to the Bank of appropriate receipts or other evidence of expenses incurred by the Consultant in carrying out the Services hereto.